

FO 14 6051P
(F TV 1 3)U.S. DEPARTMENT OF COMMERCE
BUREAU OF EXPORT ADMINISTRATION

THIS SPACE FOR BXA USE

787413

REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT
MULTIPLE TRANSACTIONS (Sheet No. 1)

(For reporting requests described in 769 of the Export Administration Regulations)

NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE.

The Export Administration Act permits you to protect from public disclosure information regarding the quantity, description, and value of the commodities or technical data supplied in Item 9 of this report and in any accompanying documents. *If you do not claim this protection, all of the information in your report and in accompanying documents will be made available for public inspection and copying.* You can obtain this protection by certifying, in Item 5 of the report, that disclosure of the information regarding the quantity, description and value of the commodities or technical data referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 5, you may remove information regarding the quantity, description, and value of the commodities or technical data supplied by you from Item 9 of the public inspection copy of the report form and from the public inspection copies of the accompanying documents. The withholding of this information will be honored by the Department unless the Secretary determines that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

A
1

BATCH

2

5

MONTH/YEAR

11 3 18
6 9

This report is required by law (50 U.S.C. App. §2403-1a(b); P.L. 95-52; E.O. 12002; 15 CFR Part 769). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

INSTRUCTIONS: 1. This form may not include a transaction report that is filed late, nor indicate a decision on request other than those coded in Item 4 below. 2. This form may be used to report on behalf of another United States person if all transactions apply to the person identified in Item 2, but may not be considered as a dual report on behalf of both persons identified in Item 1a and Item 2. 3. Limit each report to 75 transactions or less. 4. Attach as many continuation sheets as needed. Enter sheet number and name of reporting firm on each continuation sheet (starting with Sheet No 2). 5. List each transaction across the continuation sheet, completing all items that apply. Use as many lines as necessary but separate transactions with a blank space or line. 6. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 7. Assemble and submit the duplicate copy of report form (marked Duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. *If you certify, in Item 5, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy" of the documents submitted to exclude the specified information and remove the right hand portion of the Duplicate (Public Inspection Copy) of the continuation sheet(s) relating to Column 9.* **MULTIPLE TRANSACTIONS:** Public reporting for this collection of information is estimated to average one hour per reported request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Office of Security and Management Support, Bureau of Export Administration, U.S. Department of Commerce, Washington, D.C. 20230; and to the Office of Management and Budget, Paperwork Reduction Project (0694-0012), Washington, D.C. 20503.

1a. Identify firm submitting this report:

Name: Cargill, Incorporated
Address: PO Box 9300
City, State and ZIP: Minneapolis, MN 55440
Country (if other than USA):
Telephone: 612-742-7575
Firm Identification No. (if known) ~~108739~~ 821919

Specify firm type:

- ☒ Exporter
☐ Bank
☐ Forwarder
☐ Carrier
☐ Insurer
☐ Other

1b. Check any applicable box:

- ☐ Revision of a previous report (attach two copies of the previously submitted report)
☐ Resubmission of a deficient report returned by BTR (attach form letter that was returned with deficient report)
☒ Report on behalf of the person identified in item 2

2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person (e.g., domestic subsidiary, controlled foreign subsidiary, exporter, beneficiary):

Name: Cargill PLC
Address: Knowle Hill Park, Fairmile Lane
City, State and ZIP: Cobham, Surrey
KT11 2PD, England
Country (if other than USA):
Type of firm: (see list in item 1a) Exporter

3. REQUESTING DOCUMENT CODES (use to code Column 6 of continuation sheet)

- C Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)
U Unwritten, not otherwise provided for (make transcript of request and submit two copies)
L Letter of credit
R Requisition/purchase order/accepted contract/ shipping instruction
B Bid invitation/tender/proposal/trade opportunity
Q Questionnaire (not related to a particular dollar value transaction)
9 Other written

Submit two copies of each document or relevant page in which the request appears.

PUBLIC INSPECTION COPY

ACK 27-98

4. DECISION ON REQUEST CODES (use to code Column 7 of continuation sheet)

- R Have not taken and will not take the action requested
T Have taken or will take the action requested

5. Protection of Certain Information from Disclosure: (Check appropriate boxes and sign Below)

☒ I (we) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in:☒ Column 9 of the attached continuation sheets (If you check this box, be sure to remove column 9 from the Duplicate (Public Inspection Copy)) of the continuation sheets.☒ Attached documents (If you check this box, be sure to edit the "Public Inspection Copy" of the documents submitted to exclude the specified information.) would place a United States person involved at a competitive disadvantage, and I (we) request that it be kept confidential☐ I (we) authorize public release of all information contained in the report and in any attached documents.

I (we) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief.

Sign here in ink

Type or print

Nancy L. Nelson, Director, Compliance

Date

2/27/98

Column 7	(2) Also enter firm identification number assigned to exporting firm, if known. (6) Use codes found on Sheet No. 1 to specify type(s) of document conveying the request. (7) Use codes found on Sheet No.1 to indicate whether action taken or not taken. (8) Enter reporting firm's reference number (e.g., letter of credit, customer order, invoice). This number must appear on corresponding copy of document or relevant page. Attach copies in same order as listed on continuation sheet(s).	SHEET NO. 2 of 2		FORM BXA-6051P-a (Rev. 10-89)			
		REPORTING FIRM (Name) Cargill, Incorporated Cargill PLC		REPORT OF REQUEST FOR RESTRICTIVE T MULTIPLE TRANSACTIONS (C)			
RSN SUBSET RTP/CLASS OTHER PARTY FIN (1)	NAME AND ADDRESS OF EXPORTING FIRM INVOLVED (unless same as item 1a or item 2 on Sheet No. 1) (2)	BOYCOTTING COUNTRY (3)	BOYCOTTED COUNTRY OR COUNTRIES (4)	DATE REQUEST RECEIVED BY FIRM (month/day/year) (5)	REQUEST- ING DOCUMENT CODE (6)	DECISION ON REQUEST CODE (7)	YOUR REFERENCE NUMBER (8)
THIS SPACE FOR BXA USE NOT REPORTABLE NOT REPORTABLE	D-97-2	Tunisia	Israel	10/08/97	B	R-2	N/A
	D-97-3	Tunisia	Israel	10/17/97	B	R-2	N/A
	D-97-4	Lebanon	Israel	10/13/97	R	R	S85628
	D-97-5	Tunisia	Israel	10/22/97	B	R-2	N/A
	D-97-18	Jordan	Israel	10/07/97	R	R	GIS 9965
	D-97-19	Jordan	Israel	11/16/97	B	R	N/A
PUBLIC INSPECTION COPY							
<div>-1 subject to exception under 15 CFR Sec 769.3(d) -2 subject to exception under 15 CFR Sec 769.3(1-a)(1) -3 subject to exception found in Supplement 1&2 (self-certification) -4 subject to exception under 15 CFR Sec 769.2(5) Report #787413 dated February 27, 1998 By <u>Nancy L. Nelson</u> Nancy L. Nelson - Director, Compliance</div>							

(Remove stub from public inspection copy at perforation if confidentiality is requested in Sheet No. 1)

D-97-4

ANDRE & CIE S.A. - FAX TRANSMISSION

Ch Messidor 7 - 1002 Lausanne - Switzerland

Phone # +41 21 318 21 11 - FAX # +41 21 318 24 25 - Telex # 454 101 AND CH

If any transmission problem, please call # +41 21 318 23 88

From : Mario Isely (Direct phone +41 21 318 20 58)
Date : 13-Oct-1997
TO : V.D.V. LIMITED LONDON # 0044 181 471 74 42 @ FAX
Dist : ACSA-COFFEE-EXEC; MRO; PWS

V.D.V. LIMITED
180 Market Road, Fort St. John, London E7 6DE
Tel: 021-542 1232 Fax: 021-542 1242

Subject : CT 130862 CARGILL, 17.5MT COLOMBIA TO BEIRUT, SHIPT INST

PLS RELAY TO CARGILL:

585628

2/3

O/CTR 130862 DD 2.10.97 VIA V.D.V. REF. 022978

250 BAGS WSD COLOMBIAN ARABICA COFFEE SUPREMO SCREEN 18-UP

OCTOBER 1997 SHIPT TO BEIRUT PORT / LEBANON

PLS SHIP WITH MAERSK LINE DURING OCTOBER AND PROVIDE FOLL DOCUMENTS:

1)

3/3 FULL SET ORIGINAL CLEAN "ON BOARD" OCEAN BILL OF LADING MADE OUT TO ORDER OF CREDIT LYONNAIS LIBAN SAL, NOTIFY : ELIAS DANIEL EST, "CAFE DANIEL", MARKED FREIGHT COLLECT AND SHOWING SHIPMENT FROM BUENAVENTURA TO BEIRUT PORT/LEBANON.

THE MENTION "ON BOARD" MUST BE SHOWN WITH A DATA STAMP AND SIGNED BY THE AGENT.

B/L MUST BE SIGNED AT BOTTOM AS FOLLOWS : "AS AGENT FOR THE CARRIER MAERSK LINE".

B/L TO SHOW, THE NAME, ADDRESS TEL. NBR OF THE CARRYING VESSEL'S AGENT AT PORT OF DISCHARGE.

B/L MUST BEAR: "UC NUMBER IM00264LIBAN97".

B/L TO SHOW : THE SHIPMENT IS NOT MADE ON ISRAELI FLAG VESSEL AND ALSO THE VESSEL IS NOT CALLING AT ANY ISRAELI PORT AND NOT BLACK LISTED.

2)

CERTIFICATE OF ORIGIN ISSUED BY CHAMBER OF COMMERCE, NOT MENTIONING ANY VALUE, SHOWING THAT GOODS ARE OF COLOMBIAN ORIGIN MENTIONING MANUFACTURER/ PRODUCER'S NAME AND ADDRESS.

3)

3/3 PACKING LIST

4)

3/3 WEIGHT LIST

007 24 137 10423

01932 861332

PAGE 02

21/01/98 14:36 Pg: 4/6

CARGILL INTNL GENEVA

Fax émis par : 41 22 7832152

5)

6)

3/3 "QUALITY AND WEIGHT" CERTIFICATE ISSUED BY SGS AT TIME OF LOADING
SHOWING DESCRIPTION OF GOODS AS BELOW MENTIONED, SGS SEALS,
MARKS AND CONTAINERS SERIAL NUMBERS, VSL NAME B/L NUMBER AND DATE,
GROSS AND NET WEIGHT, TARE.

REMARKS:

A) DESCRIPTION TO APPEAR ON ALL DOCUMENTS:

250 BAGS OF WASHED COLOMBIA ARABICA COFFEE, TYPE SUPREMO, SCREEN 18 UP, EP, CURRENT CROP, PACKED IN SINGLE JUTE BAGS OF 70 KILOS NET EACH MAKING 17.5 M.T.

B) SPECIAL MARKS TO APPEAR ON ALL DOCS + BAGS: "CAFE DANIEL".

C) ALL DOCUMENTS MUST SHOW: "GOODS SHIPPED IN 1 X 20 FT CONTAINER"

D) ALL DOCS TO BE ISSUED IN ENGLISH.

E) SHIPMENT ADVICE WITHIN 3 DAYS FROM B/L DATE.

F) DOCS TO BE AVAILABLE IN SWITZERLAND WITHIN 15 DAYS FROM B/L DATE.

G) DO NOT EXCEED 17.5 MT (100 PCT) (250 BAGS) (17500.00 KGS NET).

H) ALL DOCS TO BE CONFORM SHOWING SAME DESCRIPTION, WEIGHT, MARKS, ETC....

1) FAX US ALL DOCS FOR APPROVAL BEFORE SENDING THEM TO US

D) PLEASE SEND US SHIPMENT SAMPLES

E) PLS RESERVE SPACE ON YOUR SIDE WITH MAERSK LINE AND BY RETURN LET US KNOW VESSEL NAME AND SCHEDULE.

LATEST DATE OF SHIPMENT: 31.10.87.

TKS/BAGDS

OCT 10 '97 11:45

81332 861332

TOTAL P. 03

FALSE. 03

•• TOTAL PAGE 64 ••

4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 8

21/01/98 14:36 Pg: 5/6

CARROLL INTL GENEVA

Fax émis par : 41 22 7032152

EUROPEAN CONTRACT FOR COFFEE
General conditions adopted by the Committee of the
European Coffee Associations and effective as from
1st January 1994. Lodged with the various arbitral
bodies in Europe.
Edition 1991 as amended.



CARGILL COFFEE
Department of Cargill, Incorporated
150 ALLEN ROAD
LIBERTY CORNER, NJ 07938-0816
(908) 604-5500

TO: ANDRE & CIE S.A. - LAUSANNE
CHEMIN MESSIDOR 7
CH-1002 LAUSANNE,
SWITZERLAND

CONTRACT NUMBER: S 85428
DATE: 03 OCTOBER 1997

WE CONFIRM HAVING SOLD TO YOU:
THROUGH V.D.V. LIMITED

QUANTITY: 250 (TWO HUNDRED AND FIFTY) BAGS

PACKAGING: 70 KILOGRAMS PER BAG

DESCRIPTION: COLOMBIAN WASHED SUPREMO 97/98 Crop Year

| POSITION: | QUANTITY | DESTINATION | PERIOD |
|-----------|----------|------------------------------------|---|
| | 250 BAGS | BEIRUT, LEBANON
(BUYERS OPTION) | OCTOBER 1997 SHIPMENT
(SELLERS OPTION) |

PRICE:

TERMS: F.O.B.

PAYMENT: NET CASH AGAINST DOCUMENTS UPON FIRST PRESENTATION.

WEIGHTS: NET SHIPPING WEIGHTS.

REMARKS:

- FOB BUENAVENTURA
- REGISTRATION IN SELLER'S CALL BY ROASTER DIRECT WITH FNC BOGOTA
- SELLER TO PROVIDE S.G.S. WEIGHT AND QUALITY CERTIFICATE
- QUALITY COLOMBIAN SUPREMO SCREEN 18+

CONDITIONS: POINT OF ARBITRATION: LONDON.

VESSEL IN SELLERS OPTION.

DEPTED: ANDRE & CIE S.A. - LAUSANNE

CARGILL COFFEE

LWS

11/12

15:13 By

21/01/98 14:36 Pg: 6/6

CARGILL INTNL GENEVA

Fax enis par : 41 22 7032152

D-97-18

Middle East Agricultural and Trading Co. Ltd.

P. O. Box : 470 - AMMAN 11118 JORDAN
 TELEPH. : 624290 - 627309 - 645416
 TELEX : 21288 PAROLE JO
 Fax No. : 962 - 6 - 625701

DATE : 7/10/1997
 FAX REF: 308/97/MEA
 PAGES TO FOL :

TO FAX No. : 0041 22 703 2713
 ATTENTION : Mr. MARC / MR. RALPH
 SUBJECT : M.O.S BARLEY TENDER

DEAR SIRs,

BARLEY TENDER NO. 50/97/42
CLOSING DATE WEDNESDAY 15/10/1997

M.O.S. WISHES TO PURCHASE 100,000 MT OF BARLEY NET MINUS FIVE
 PCT IN BULK ACCORDING TO THE FOLLOWING:

SPECIFICATIONS:

US NO 3 OR BETTER FEED BARLEY OR EQUIVALENT IF FROM OTHER
 ORIGINS:-

CROP 1996/97

TEST WEIGHT 43 POUNDS PER BUSHEL MIN

SOUND BARLEY 90 MIN

DAMAGED KERNELS 6% MAX.

HEAT DAMAGED KERNELS: 0.5% MAX

FOREIGN MATERIAL : 3% MAX

BROKEN KERNELS 12% MAX

THIN BARLEY 25% MAX

BLACK BARLEY 2% MAX

MOISTURE 14% MAX

FREE FROM LIVE INSECTS AND WEEVIL INFESTED GRAINS AND SMUTTY
 KERNELS.

NATURAL COLOUR AND ODOR

DOCKAGE 2.0% MAX. WILL BE DEDUCTED FROM SUPPLIERS INVOICE
 PRORATA, ON C AND F FREE OUT AQABA PRICE

BARLEY TO BE FREE FROM AFLATOXINE COMPOUNDS.

PERCENTAGE OF CHEMICALS AND INSECTICIDES RESIDUE AS PER
 INTERNATIONAL STANDARDS ALLOWED.

PERCENTAGE OF NUCLEAR RADIATIONS AS PER INTERNATIONAL
 ALLOWED LIMITS.

CLOSING DATE AT TWELVE O'CLOCK ON WEDNESDAY 15/10/1997

OFFERS TO BE VALID FOR AT LEAST FIVE HOURS.

-2-

BID BOND:-

350,000 JD TO BE SENT TO:

PHILADELPHIA INVESTMENT BANK

P.O.BOX 925993

JORDAN.

TELEX 22487 PHIL BK JO

FAX 683247 TEL 663141

THEIR CORRESPONDENCE BANKS :

IN FRANCE: B.N.B PARIS BANK SARADARO PARIS**IN SWITZERLAND:** CREDIT SWISS-ZURICH**SHIPMENT:**

IN TWO EQUAL LOTS AS FOLLOWS:

FIRST LOT: 50,000 MT MINUS FIVE PCT TO BE SHIPPED IN ONE LOT OR SEVERAL LOTS DURING NOVEMBER 97.

SECOND LOT: 50,000 MT MINUS FIVE PCT TO BE SHIPPED IN ONE LOT OR SEVERAL LOTS DURING DECEMBER 97.

NOMINATED INSPECTION COMPANY M.O.S CHOICE BUT SUPPLIERS EXPENSE IS :

1- CONTROL UNION BREMEN

2- CONTROL UNION LONDON

3- INSPECTORATE

SUPPLIER TO SUBMIT WITH THE L/C DOCS A CERTIFICATE STATING THE VESSEL IS FIT TO LOAD THE GOODS IN BULK AND IS SEAWORTHY AND A CERTIFICATE STATING THAT THE VESSEL IS CLASSIFIED 100 A1 OR EQUIVELANT WITH NO RESERVATION ISSUED BY ONE OF THE FOLLOWING COMPANIES OR AGENTS:-

1- AMERICAN BUREAU OF SHIPPING

2- BUREAU VIRITAS

3- CHINA CLASSIFICATION SOCIETY

4- GERMANISCHER LLOYD

5- LLOYD'S REGISTER OF SHIPPING

6- NIPPON KAIJI KYOKAI

7- NORSKE VERITAS. DET

8- REGISTRO ITALANO NAVAL (RINA)

9- RUSSIAN REGISTER OF SHIPPING.

ALL OTHER TERMS LIKE OVERAGE VESSEL, DELAY PENALTIES, DRAFT 10.8 METERS MAX AND LOA 225 METERS MAX. AND OTHER CONDITIONS ARE LIKE PREVIOUS TENDERS.

BEST REGARDS..**MUNA KHAYYAT**

07/10 '97 MAR 19:02 (TX/RX N° 5757)

8/5 Pg 15:08 06/10/98

CARGILL INTNL GENEVA

Fax émis par : 41 22 7832152

Lotus cc:Mail For: Marc Desrues

Author: Marc Desrues at gnva
Date: 10/15/97 10:46 AM
Priority: Normal
TO: marc desrues at gnva
Subject: DELIVERY NOTICE - Wed Oct 15 10:46:13 1997 CMM50746
----- Message Contents -----
SUBJ: DELIVERY NOTICE -- REF: CMM50746 Wed Oct 15 10:46:13 1997

FAX 0009626625701 DELIVERED A/B RCVD: G3
Copy of original message --
From: Marc Desrues at gnva
To: KHAYYAT AMMAN FAX
Subject: BARLEY TENDER
Date: Wed Oct 15 10:38:55 1997

DEAR GEORGE AND MUNA

DEFINITIVE VERSION

=====

THIS OFFER IS VALID TODAY OCTOBER 15TH 1997 UNTILL 17H00 JORDAN TIME.

FOLLOWING OFFER IS SUBJECT TO :

(1)MINSUP'S TENDER INVITE NO. 50/97/42
(2)AWARD AND CONTRACT SIGNED BY MINSUP AND MR JACK KHAYYAT OR MR
GEORGE KHAYYAT BE ACCORDING TO THIS OFFER, WITHOUT ANY
ALTERATIONS/CHANGES/OBLITERATIONS OR ADDITION.

CARGILL CANNOT COOPERATE WITH, AGREE TO OR COMPLY WITH ANY TERMS
OR REQUEST, INCLUDING DOCUMENTARY REQUEST, WHICH CONTRAVENE US
LAWS AND ANTI BOYCOTT LEGISLATION.

QUANTITY:

50'000 MT, 5 PCT MINUS AT SELLER'S OPTION AND AT
CONTRACT PRICE.

COMMODITY:

US NBER 3 OR BETTER FRED BARLEY IF SHIPMENT EX US AND/OR
EQUIVALENT TO US NO 3 OR BETTER, IF SHIPMENT EX
AUSTRALIA/EUROPE/CANADA/TURKEY/EX SOVIET UNION COUNTRIES
CHOICE OF ORIGIN AT SELLER'S OPTION

SPECIFICATION (QUALITY):

CROP YEAR 96/97 AND /O 97/98
TEST WEIGHT 43 POUNDS/BUSHEL MIN.
SOUND BARLEY 90.0 PCT MIN
DAMAGED KERNELS 6.0 PCT MAX
HEAT DAMAGED KERNELS 0.5 PCT MAX
FOREIGN MATERIAL 3.0 PCT MAX
BROKEN KERNELS 12.0 PCT MAX
THIN BARLEY 25.0 PCT MAX
BLACK BARLEY 2.0 PCT MAX
MOISTURE 14.0 PCT MAX

FREE FROM LIVE INSECTS AND WEEVIL INFESTED GRAINS AND SMUTTY KERNELS.
NATURAL COLOUR AND ODOUR
PERCENTAGE OF CHEMICALS AND INSECTICIDES RESIDUE AS PER INTERNATIONAL
STANDARDS.
PERCENTAGE OF NUCLEAR RADIATIONS AS PER INTERNATIONAL ALLOWED LIMITS.
FREE FROM AFLATOXINE COMPOUNDS.

WEIGHT/QUALITY/CONDITION:

8/8 Pg: 00:51 06/01/98 30

CARGILL INTNL GENEVA


Fax enis par : 41 22 7032152

WEIGHT AND QUALITY FINAL AT TIME AND PLACE OF LOADING, AS PER
CONTROL UNION BREMEN/CONTROL UNION LONDON/INSPECTORATE AT BUYER'S
OPTION.

SHIPMENT:

50.000 MT MAXIMUM DURING DECEMBER, 1997 IN ONE LOT OR SEVERAL LOTS

PRICE:

 COST AND FREIGHT FREE OUT AQABA PORT (JORDAN)

PAYMENT:

BY IRREVOCABLE LETTER OF CREDIT TO BE OPENED AND RECEIVED IN
ORDER AND ACCORDING TO THIS OFFER LATEST 10 DAYS AFTER THE
OPENING OF THE PERFORMANCE BOND IN FAVOR OF CARGILL INC. MINNEAPOLIS
IN CASE OF US ORIGIN AND IN FAVOUR OF CARGILL INTERNATIONAL S.A. IN
CASE OF OTHER ORIGIN, AND CONFIRMED BY A PRIME US OR EUROPEAN BANK, AT
BUYER'S EXPENSE FOR 100 PCT OF CONTRACT VALUE PLUS TOLERANCE.

L/C TO ALLOW FOR NEGOCIATION OF:

- THIRD PARTY DOCUMENTS
- CHARTER PARTY BILLS OF LADING ACCEPTABLE
- DOCUMENTS PRESENTED AFTER 21 DAYS FROM BILL OF LADING DATE
ACCEPTABLE
- OBVIOUS SPELLING MISTAKES AND TYPO-ERRORS ACCEPTABLE
- WHERE COPIES REQUIRED, PHOTOCOPIES ACCEPTABLE

- if it is found at discharge that the wheat is unfit for human
consumption, a representative sample to be taken jointly by
buyers and seller's representatives to be analysed by a first
class independant lab in mutual agreement, which analysis to be
final and binding.

- VESSEL TO BE 100-A1 CLASSIFIED BY LLOYD'S AGENCY, OR
EQUIVALENT.

OTHERWISE TERMS AND CONDITIONS AS PER APPLICABLE GAFTA CONTRACT, VALID
AT TIME AND PLACE OF LOADING, INCLUDING FORCE MAJEURE AND
ARBITRATION RULES.

OTHER CONDITIONS:

IMPORT DUTIES, DUES, TAXES, FEES, STAMPS, CHARGES ON MERCHANDISE,
VESSEL, FREIGHT, DOCUMENTS ARE FOR BUYERS ACCOUNT WITH EXCEPTION OF
STAMP AND ADDITIONAL UNIVERSITY FEES TOTALLING MAX 0.7 PCT WHICH ARE
FOR SELLERS ACCOUNT, AND NORMAL AQABA PORT CHARGES ON VESSEL WHICH
ARE FOR OWNER/VESSEL ACCOUNT.

GOODS INSURED BY BUYERS AT THEIR COST AND RISK.
IMPORT LICENCE, IF REQUIRED, GUARANTEED BY BUYERS.

CLAUSE 2/ UNDER ART.11-A) AND CLAUSE B) UNDER ART.11 IN MINSUP'S
TENDER DOCUMENT ARE APPLICABLE ONLY ON CONDITION THAT THE OFFICIAL
AWARD, RESPECTIVELY THE PURCHASE AGREEMENT ARE BOTH STRICTLY IN
ACCORDANCE WITH THIS OFFER, FAILING WHICH : SUCH REFERRED CLAUSE
BECOME NULL AND VOID.

MINSUP UNDERTAKE TO PAY DIRECTLY CARGILL DEMURRAGE AMOUNT CALCULATED
AT DISCHARGE, IN US DOLLARS, WITHOUT ANY DEDUCTION/DELAY. OTHERWISE
TERMS AND CONDITIONS PER THE RELEVANT GAFTA CONTRACT.

BEST REGARDS

MARC DESRUZES/CARGILL

Middle East Agricultural and Trading Co. Ltd.

P. O. Box : 470 - AMMAN 11118 JORDAN
 TELEPH. : 624290 - 627309 - 645416
 TELEX : 21288 PAROLE JO
 Fax No. : 962 - 6 - 625701

DATE : 25/10/1997
 FAX REF : 355/97/MEA
 PAGES TO FOL :

TO FAX No. : 0041 22 703 2713

ATTENTION : Mr. MARC DESRUES

SUBJECT : Re: Barely Tender No. 50/97/42

Dear Marc,

Re. the above mentioned Tender. Please note that we have received the Award Letter from M.O.S. of which we hereby sending you the full translation of it: Quote
 Ref. No. 50/97/42/12597
 Date : 23/10/1997

To: M/S.Middle East Agricultural & Trading Co. Ltd. on behalf of Cargill

We are glad to inform you that you have been awarded the sale of 50,000 MT of Barley minus five pct sellers option at a price of [REDACTED] only per MT. C and F Free Out Aqaba to be shipped during December 1997 in one lot or several lots of US origin or Australian /Europe /Canada/ Turkey/Ex-Soviet Union and the appointed inspection Co. is Control Union London's for inspecting according the general terms and conditions and specs. of the Tender invitation:

So you are kindly requested to pay the legal stamp duties and the university fees to the A ccoutant of the Ministry of Finance Dept. and to submit to us a copy from the receipts and to submit the P/B and to sign the agreement during ten days from the above date.

With respect.....

Minsiter of Supply,

Hani Al-Mulki

Unquote.

Thanks and Best Regards...

Muna Khayyat



(1)

BARLEY AGREEMENT / CONTRACT
CONTRACT FOR BUYING AND SELLING OF BARLEY
NO 50/97/42

IT HAS BEEN AGREED BETWEEN THE MINISTER OF SUPPLY REPRESENTED BY THE MINISTER OF SUPPLY LATER ON CALLED THE MINISTRY AS A FIRST PARTY AND MESSERS MIDDLE EAST AGRICULTURAL AND TRADING COMPANY ON BEHALF OF MESSERS CARGILL INTERNATIONAL LATER ON CALLED THE CONTRACTOR AS A SECOND PARTY, SO AS THE FIRST PARTY WILL PURCHASE FROM THE SECOND PARTY 50,000 METRIC

TONS OF BARLEY - 5% SELLER'S OPTION ORIGIN U.S. OR AUSTRALIAN /CANADA/TURKEY/EX SOVIET UNION SELLERS OPTION FIT FOR ANIMAL CONSUMPTION ACCORDING TO THE FOLLOWING SPECIFICATIONS AND CONDITIONS;

SPECIFICATIONS:

U.S. NO. 3 OR BETTER FEED BARLEY OR EQUIVALENT FROM OTHER ORIGINS
CROP YEAR : 96/97

TEST WEIGHT: 43 POUNDS PER BUSHEL MIN

SOUND BARLEY: 90% MIN

DAMAGED KERNELS: 6% MAX

HEAT DAMAGED KERNELS: 0.5% MAX

FOREIGN MATERIAL: 3% MAX

BROKEN KERNELS: 12% MAX

THIN BARLEY: 25% MAX

BLACK BARLEY: 2% MAX

MOISTURE: 14 % MAX

FREE FROM LIVE INSECTS AND WEEVIL INFESTED GRAINS AND SMUTTY KERNELS
NATURAL COLOUR AND ODOUR

DOCKAGE: 2% MAX WILL BE DEDUCTED FROM SUPPLIERS INVOICE PRORATA, ON C AND F FREE OUT AQABA PRICE

PERCENTAGE OF CHEMICALS AND INSECTICIDES RESIDUE AS PER INTERNATIONAL STANDARDS.

PERCENTAGE OF NUCLEAR RADIATIONS AS PER INTERNATIONAL ALLOWED LIMITS
FREE FROM AFLATOXINE COMPOUNDS

GENERAL CONDITIONS:-

- 1- [REDACTED] U.S. DOLLARS PER METRIC TON (1000 KG NET WEIGHT) C AND F FREE OUT AQABA
- 2- SHIPMENT OF BARLEY TO BE IN BULK AND TO BE SHIPPED IN ONE LOT OR SEVERAL LOTS SELLERS OPTION IN BULK DURING DECEMBER 97.
- 3- THE MINISTRY WILL OPEN AN IRREVOCABLE CONFIRMED L/C /L/C'S NON TRANSFERABLE OPENED THROUGH ONE OF THE LOCAL BANKS ACCREDITED BY THE CENTRAL BANK OF JORDAN FOR THE VALUE OF THE GOODS AFTER RECEIPT OF THE UNCONDITIONAL PERFORMANCE BOND AND AFTER PAYING THE STAMP DUTIES AND UNIVERSITY FEES AND AFTER SIGNING THE AGREEMENT AND

(2)

AFTER SUBMITTING AN OFFICIAL LETTER AFTER SIGNING THE CONTRACT OF THE NAME OF THE SUPPLIER IN RETURN, M.O.S. WILL CONFIRM THE L/C WITHIN TEN DAYS AFTER THE AWARDED CONTRACTOR FINISHES ALL THE ABOVE PROCEDURES, AND IN CASE M.O.S WAS LATE IN CONFIRMING THE L/C WITH THE TEN DAYS THEN SHIPMENT CAN BE EXTENDED WITH THE SAME NUMBER OF DAYS THAT L/C WAS LATE WITHOUT THE CONTRACTOR BEARING ANY DELAY PENALTIES OR ANY OTHER CLAIMS THAT MAY RESULT. THE MINISTRY WILL BEAR ALL EXPENCES FOR THE OPENING OF THE L/C AND FOR THE CONFIRMATION OF THE L/C OUTSIDE JORDAN.

THIS L/C WILL BE PAYABLE AFTER SUBMISSION OF THE FOLLOWING DOCUMENTS:-

- A- FULL SET CLEAN, ON BOARD BILL OF LADING, THREE ORIGINALS AND TWO COPIES (TO THE OPENING BANK OF THE L/C) TO BE ISSUED IN THE NAME OF THE MINISTRY OF SUPPLY AMMAN/JORDAN SHOWING DESTINATION AQABA PORT QUANTITY IN METRIC TONS (1000 kg). STALE AND CHARTER PARTY B/L ARE ACCEPTABLE ALSO BILL OF LADING THAT ARE ISSUED FROM AN AUTHORITY OTHER THAN THE BENEFICIARY ARE ACCEPTABLE IF THE ORIGIN OF THE GOODS IS NOT THE SAME AS THE BENEFICIARIES ORIGIN.
- B- COMMERCIAL INVOICES ON BASIS NET WEIGHT PER METRIC TONS, AND VALUE OF GOODS AS AGREED IN FIVE COPIES. THE ORIGINAL OF WHICH TO BE LEGALIZED BY THE CHAMBER OF COMMERCE OR INDUSTRY IN COUNTRY OF BENEFICIARY AND THE JORDANIAN CONSULATE OR EMBASSY OR BY ANY OTHER ARAB CONSULATE IF THERE WAS NO JORDANIAN ONE.
- C- CERTIFICATE OF WEIGHT, QUALITY, AND ANALYSIS AND FIT FOR ANIMAL CONSUMPTION ISSUED BY THE INTERNATIONAL INSPECTION COMPANY CONTROL UNION LONDON FEES TO BE BORNE BY SUPPLIER [ALSO IN CASE THE BARLEY IS SHIPPED FROM DIFFERENT FACTORIES, THEN A SEPARATE CERTIFICATE MUST BE PRESENTED FOR THE QUANTITY THAT WAS MANUFACTURED BY EACH FACTORY AND NO AVERAGE ANALYSIS IS ACCEPTED BUT IT WILL BE ACCORDING TO SPECIFICATION OR NOT BASIS CERTIFICATE OF INSPECTION CO. FOR THE QUANTITY]
- D- CERTIFICATE OF ORIGIN IN THREE COPIES, ORIGINAL TO BE LEGALIZED BY CHAMBER OF COMMERCE OR INDUSTRY, AND JORDANIAN CONSULATE OR EMBASSY IF AVAILABLE IN COUNTRY OF ORIGIN AND/OR COUNTRY OF BENEFICIARY OTHERWISE BY ANY OTHER ARAB CONSULATE.
- E- CERTIFICATE ISSUED BY THE INSPECTION COMPANY PROVING THAT ATOMIC RADIATION IF PRESENT (IN THE GOODS) IS WITHIN THE INTERNATIONAL ACCEPTED RATE.. 600 Bq/kg
- F- CERTIFICATE ISSUED BY A P AND I CLUB OR REPRESENTATIVE OR AGENT TO THE EFFECT THAT THE VESSEL BELONGS TO A P AND I CLUB AND THAT THE P AND I CLUB HAS AN AGENT OR REPRESENTATIVE IN JORDAN.
- G- CERTIFICATE ISSUED BY CONTROL UNION LONDON PROVING THAT THE VESSELS HOLD HAVE BEEN FUMIGATED BEFORE LOADING AND THAT THE BARLEY HAVE BEEN FUMIGATED BEFORE OR AFTER LOADING AND THAT IT IS FREE FROM LIVE INSECTS AND WEEVIL INFESTED GRAINS.
- H- CERTIFICATE ISSUED BY CONTROL UNION LONDON TO THE EFFECT THAT FOR THIS SHIPMENT THE CHARTERED VESSEL IS SUITABLE TO LOAD THE BARLEY IN BULK AND THAT THE VESSEL IS SEAWORTHY.

(3)

I - A CERTIFICATE STATING THAT THE VESSEL IS CLASSIFIED 100A1 OR EQUIVALENT WITH NO RESTRICTIONS ISSUED BY ONE OF THE FOLLOWING COMPANIES OR AGENTS:

- 1-AMERICAN BUREAU OF SHIPPING.
- 2-BUREAU VERITAS
- 3-CHINA CLASSIFICATION SOCIETY.
- 4-GERMANISCHER LLOYD.
- 5-LLOYDS REGISTER OF SHIPPING
- 6-NIPPON KAI KYOKAI
- 7-NORSKE VERITAS DET.
- 8-REGISTRO ITALIANO NAVAL(RINA).
- 9-RUSSIAN REGISTER OF SHIPPING.

J- CERTIFICATE ISSUED BY CONTROL UNION LONDON PROVING THAT NUCLEAR RADIATION IF PRESENT IN THE GOODS ARE WITHIN THE INTERNATIONAL ALLOWES STANDARDS. *same as E*

4) SHIPPING AND WEIGHT DOCUMENTS AND ANY DOCUMENTS REQUIRED FOR THE L/C SHOULD BE IN METRIC TONS (1000 KG). ANY OTHER UNIT WILL NOT BE ACCEPTABLE.

5)A- INSPECTION OF BARLEY AT LOADING PORT TO BE INSPECTED BY CONTROL UNION LONDON AT SELLER'S EXPENSE. THE REPORT OF SAID COMPANY TO BE PART OF THE SHIPPING DOCUMENTS.

B- THE INSPECTION COMPANY CONTROL UNION LONDON HAVE THE RIGHT TO REJECT ANY QUANTITY OF BARLEY AT LOADING WHICH PROVES TO BE NOT AS PER CONTRACTED SPECIFICATIONS AND/OR TERMS. THE CONTRACTOR HAS NO RIGHT TO ASK FOR COMPENSATION/DAMAGES THAT MAY BE INCURRED AS A RESULT OF REJECTION OF ANY QUANTITY OF BARLEY WHICH IS PROVEN NOT TO COMPLY WITH THE CONTRACTED SPECIFICATIONS/TERMS OR BECAUSE THE BARLEY WAS FOUND TO BE UNFIT FOR ANIMAL CONSUMPTION.

D- WEIGHT, QUALITY, AND ANALYSIS ARE FINAL AT PORT OF LOADING HOWEVER, UPON TAKING DELIVERY OF GOODS AT AQABA, MINISTRY WILL CONDUCT TESTS ON CARGO AT CONTRACTORS EXPENSE USING A LOCAL LABORATORY. THE RESULT TO BE BINDING FOR BOTH PARTIES REGARDING IF THE BARLEY IS FIT FOR ANIMAL CONSUMPTION OR NOT.

SHOULD THE RESULTS OF THESE TESTS SHOW THAT THE BARLEY IS FOUND UNFIT FOR ANIMAL CONSUMPTION, MINISTRY OF SUPPLY HAS THE RIGHT TO REJECT THAT QUANTITY WHICH IS FOUND UNFIT AND THE SELLER WILL BE RESPONSIBLE TO SEND AWAY THE VESSEL WITH ITS CARGO OR DISCHARGING THE CARGO TO RUIN IT AT HIS OWN EXPENSE. THE MINISTRY IN THIS CASE WILL NOT BE RESPONSIBLE FOR THE CONSEQUENCES RESULTING FROM HER REJECTING THAT QUANTITY WHICH IS FOUND UNFIT.

- 6) - IN CASE SHIPMENT WAS ON OVERAGE VESSEL, PENALTY FOR OVERAGE VESSEL WILL BE DEDUCTED FROM SUPPLIERS INVOICE AS PER LLOYDS CHART + 10 PCT AND THE SUPPLIER WILL BEAR AS WELL THE ADDITIONAL TAX OF CIVIL SERVICES WHICH IS 10 PCT OF THE ABOVE.
- OVERAGE PENALTY PREMIUM WILL BE PAID AS PER LLOYDS CHART NO. 5 FOR THE YEAR 1992 ON BASIS PRICE "A".
 - PRICE TO BE CALCULATED BASIS PRICE "B" ON CONDITION THAT THE SUPPLIER SUBMITS A CERTIFICATE FROM LLOYDS OFFICE AND ANY OTHER CLASSIFICATION VESSEL OFFICE AND SUCH CERTIFICATE TO

(4)

STATE THAT THE VESSEL HAS GOOD EXPERIENCE, AND MANAGERIAL SKILLS AND THAT THIS LINE IS OF GOOD MANAGEMENT. AND TO SUBMIT THIS LETTER WITH THE DOCS FOR THE L/C PURPOSES TO THE BANK AND /OR DELIVER IT TO THE MINISTRY BEFORE THE ARRIVAL OF THE DOCS TO THE BANK.

- 7) THE CONTRACTOR UNDERTAKES TO PROVIDE THE MINISTRY IN WRITING REGARDING THE NAME OF THE VESSEL UPON COMMENCEMENT OF LOADING AND IN CASE ITS NAME WAS CHANGED AT ANOTHER PORT, THE CONTRACTOR UNDERTAKES TO NOTIFY THE MINISTRY OF SUCH A CHANGE FOR INSURANCE PURPOSES. FAILING TO DO SO CONTRACTOR WILL BE RESPONSIBLE FOR ALL DAMAGES RESULTING FROM SUCH A FAILURE.
- 8) THE CONTRACTOR IS RESPONSIBLE FOR FOLLOW UP OF THE NEWS OF THE VESSEL CARRYING THE BARLEY, THE CONTRACTOR UNDERTAKES TO NOTIFY THE MINISTRY IN WRITING REGARDING THE VESSEL'S EXPECTED TIME OF ARRIVAL AT AQABA BY SUFFICIENT TIME BEFORE ARRIVAL.
- 9) THE VESSEL IS TO CHARTERED THROUGH A WELL REPUTED PARTY AND SAID VESSEL OR ITS OWNERS MUST NOT BE UNDER CONFISCATION AND CONTRACTOR WILL BEAR ALL DAMAGES RESULTING TO THE MINISTRY FROM THIS FAILURE TO COMPLY WITH THIS CLAUSE...
- 10) THE CHARTERED VESSEL MUST BE ABLE TO BERTH AT AQABA BERTH AS PER THE ALLOWED DRAFT AND INSTRUCTIONS AND RULES SET BY THE AQABA PORT AUTHORITIES. CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGES/PENALTIES INCURRED AS A RESULT OF HIS FAILURE TO COMPLY WITH THIS CONDITION.
 - A- The M.O.S is committed towards Aqaba port authorities that the Draft to be 10.8 meters and the Loa to be 225 meters Max.
 - B- The contractor will be fully responsible towards Aqaba port authorities if it's found that the Loa wasn't 225m. and/or the Draft wasn't 10.8M and in this case the contractor will be obliged to pay the lightening fees and the time used in reducing the qty will be on his account.
 - C- The Ministry will be responsible towards Aqaba port authorities if the contractor shipped the Qty on a vessel by Loa 225 M. and / or Draft 10.8M. or (less than this) if Aqaba port authorities refused to berth the vessel on berth No.1 and then the Ministry will be responsible in this case with all the lightening expences and fees and the time used in reducing the Qty will be on Ministry's account. and in this case the contractor will not be responsible about if Aqaba port authorities refused to berth his vessel, but the M.O.S. will be responsible in this case towards Aqaba ports authorities.
- 11) THE CONTRACTOR UNDERTAKES TO NOTIFY THE MINISTRY WITH THE NAME AND ADDRESS OF THE P AND I CLUB AND THAT OF HIS AGENT IN JORDAN PRIOR TO THE ARRIVAL OF THE VESSEL TO AQABA BY SUFFICIENT TIME.
- 12) THE VESSEL NOT TO CARRY ANY OTHER CARGO WHICH DOES NOT BELONG TO THE MINISTRY OF SUPPLY.
- 13) THE CONTRACTOR IS RESPONSIBLE DIRECTLY FOR THE ARRIVAL OF THE VESSEL TO THE PORT OF AQABA EXCEPT FOR FORCE MAJEURE.
- 14) A- THE CONTRACTOR UNDERTAKES TO PROVIDE THE MINISTRY WITH AN ORIGINAL COPY OF THE CHARTER PARTY OR A CERTIFIED COPY UPON CHARTERING THE VESSEL AND BEFORE COMMENCEMENT OF DISCHARGE. LEGALIZATION AND CERTIFICATION OF THE CHARTER PARTY TO BE ONE BY THE COMPETENT AUTHORITIES IN COUNTRY OF ORIGIN AND / OR THE COUNTRY OF BENEFICIARY AND ALSO BY

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THE JORDAN CONSULATE. CHARTER PARTY TO BE RECEIVED WITHIN SUFFICIENT TIME PRIOR TO THE VESSELS ARRIVAL AT AQABA. ALL PAGES OF THE CHARTER PARTY TO BE LEGALIZED.

- B- CONTRACTOR UNDERTAKES TO PAY DISPATCH FUNDS TO THE MINISTRY OF SUPPLY DIRECTLY AFTER DISPATCH TIME HAS BEEN CALCULATED AND WITH THE SAME CURRENCY AS THE L/C.
- 15) A- CHARTER PARTY TO STATE THAT: VESSEL'S OWNER(S) AND / OR MASTER AND / OR AGENT AND / OR CHARTERER ARE RESPONSIBLE FOR THE QUANTITY OF BARLEY SHIPPED ON BOARD THE CHARTERED VESSEL AS PER THE SHIPS MANIFEST AND BILL(S) OF LADING.
- B- DISCHARGE AT THE PORT OF AQABA AT THE RATE OF 3000 MT PER WEATHER WORKING DAY. FRIDAYS AND HOLIDAYS EXCEPTED EVEN IF USED.
- C- TIME FROM NOON ON THURSDAY OR THE DAY PRECEDING A HOLIDAY UNTIL 8 A.M. NEXT WORKING DAY NOT TO COUNT EVEN IF USED.
- D- DEMURRAGE/ DISPATCH SHALL BE AS PER THE CHARTER PARTY, DISPATCH HALF DEMURRAGE. CHARTER PARTY STIPULATING THE CLAUSE (NO DISPATCH) IS NOT ACCEPTED.
- E- TIME TO COUNT WILL COMMERCE AFTER 24 HOURS AFTER THE NOTICE OF READINESS HAS BEEN TENDERED DURING OFFICIAL WORKING HOURS PROVIDED VESSEL HAS COMPLETED ALL IMPORTANT PROCEDURES AT AQABA PORT, FROM THE AQABA AUTHORITIES. TIME PRIOR TO ACCEPTANCE OF NOTICE OF READINESS NOT TO COUNT EVEN IF USED.
- F- SHOULD THERE BE ANY DIFFERENCES BETWEEN CHARTER PARTY TERMS AND THOSE OF THE PURCHASE AGREEMENT, THEN TERMS FAVORING THE INTERESTS OF THE MINISTRY WILL APPLY.
- 16) THE CONTRACTOR AND/OR HIS AUTHORIZED AGENT THROUGH WHICH THE PURCHASE WAS FINALIZED ARE FULLY RESPONSIBLE FOR ANY DAMAGE THAT MAY BE CAUSED AS A RESULT OF THE BREACH OR DELAY WHATEVER THE CAUSE MAY BE.
- 17) THE MINISTRY DOES NOT HAVE TO SEND ANY NOTARY NOTICE OR TO GO TO COURTS OR ARBITRATION BEFORE EXERCISING HER RIGHTS AS STATED IN THIS PURCHASE AGREEMENT.
- 18) CONSIDERING THE ABOVE CLAUSE AND SHOULD A DISPUTE ARISE REGARDING THIS TENDER OR THE AGREEMENT THEN SUCH A DISPUTE TO BE RESOLVED THROUGH JORDANIAN COURTS UNLESS THE MINISTRY WISHES TO RESOLVE SAID DISPUTE AS PER THE JORDANIAN ARBITRATION LAW APPLICABLE AT THE TIME SUCH DISPUTE ARISES.
- 19) FORCE MAJEURE AS PER THE PRINCIPLES OF JORDANIAN LAW.
- 20) IN CASE THE CONTRACTOR DEFAULTED, BREACHED, FELL SHORT OR DID NOT DELIVER THE CONTRACTED BARLEY QUANTITY OR ANY PART OF THESE QUANTITIES, BUYER HAS THE RIGHT TO ADOPT ALL OR ANY ONE OF THE FOLLOWING PROCEDURES:
 - A- CANCEL THE PURCHASE AGREEMENT AND /OR COLLECT ALL OR PART OF THE PERFORMANCE BOND.
 - B- PURCHASE ALL THE CONTRACTED BARLEY QUANTITIES OR UNDELIVERED PART OF THE CONTRACTED QUANTITIES OR THOSE PARTS OF THE CONTRACTED BARLEY QUANTITIES THAT DO NOT COMPLY WITH THE SPECIFICATIONS. SUCH PURCHASES TO BE CONDUCTED FROM LOCAL

(6)

AND /OR FOREIGN MARKETS FOR ACCOUNT OF SUPPLIER BASIS PREVAILING MARKET PRICES AND THE CONTRACTOR WILL BEAR AS WELL THE DIFFERENCE IN PRICE.

C-1- SUPPLIER WILL BE PENALIZED AT THE RATE OF JORDAN DINARS 1500 PER DAY FOR EACH ONE DAY DELAY IN EACH SHIPMENT OF THE ENTIRE CONTRACTED QUANTITY OR ANY PART OF IT, IN CASE THE SHIPMENT WAS LATE FOR THE FIRST FIVE DAYS.

C-2- AND IN CASE THE SHIPMENT WAS DELAYED BETWEEN 5-15 DAYS, THEN THE SUPPLIER WILL BE PENALIZED AT THE RATE OF JORDAN DINARS 2500 PER DAY FOR EACH ONE DAY DELAY IN EACH SHIPMENT OF THE ENTIRE CONTRACTED QUANTITY OR ANY PART OF IT.

C-3 - IN CASE SHIPMENT OF THE ENTIRE CONTRACTED QUANTITY OR ANY PART OF IT WAS DELAYED MORE THAN 15 DAYS FROM SHIPMENT DATE, THE CONTRACTOR HAS TO PAY 3000 J.D./DAY IF THE SHIP WAS LOADING BUT IF THE SHIP WAS NOT LOADING YET . THE PERFORMANCE BOND WILL BE CONFISCATED AND THE MINISTRY WILL PURCHASE THE QUANTITIES FROM ALTERNATE SOURCES AT SUPPLIERS ACCOUNT AS WELL AS THE SUPPLIER WILL PAY THE DIFFERENCE IN PRICE AND IT HAS THE RIGHT TO LET THE SUPPLIER PAY THE PENALTIES FOR THE DELAY UNTIL THE GOODS PURCHASED ON HIS ACCOUNT ARE DELIVERED.

D- PENALTIES RESULTING FROM THE FAILURE OF THE SUPPLIER TO COMPLY WITH THE TERMS AND /OR CONDITIONS OF THE PURCHASE AGREEMENT WILL BE COLLECTED FROM THE CONTRACTOR'S PERFORMANCE BOND WITH THE MINISTRY OF SUPPLY OR FROM ANY DUES IN HIS FAVOUR WITH THE GOVERNMENT AND /OR AS PER GOVERNMENT'S MONEY COLLECTION LAW.

21) TENDER INVITATION NO . 50/97/42 AND AWARD IS PART OF THIS PURCHASE AGREEMENT IF ACCORDING TO ITS TERMS .

SIGNED
FIRST PARTY
MINISTRY OF SUPPLY

SECOND PARTY
MIDDLE EAST AGRICULTURAL
AND TRADING CO. ON BEHALF OF
CARGILL INTERNATIONAL S.A.

بسم الله الرحمن الرحيم

The Hashemite Kingdom
Of Jordan
Ministry of Supply

AMMAN



المملكة الأردنية الهاشمية

وزارة التموين

عمان

No.

Date

الرقم : ١٢٩٨٩/ب/٤٤٩٧/٥

التاريخ : ١٩٩٧ - ١١ - ٣

الموافق : ١٩٩٧ - ١١ - ٣

الكفافية بينق وشراء شمسدر

تم الاتفاق بين وزارة التموين ممثلة بسعالي وزير التموين والمصاه فيما بعد (بالوزارة) كفريق أول والمصاه شركة الشرق الأوسط للزراعة والتجارة المساهمه المحدوده بالتبنيه عن CAROILL INTERNATIONAL S.A GENEVA BRANCH والمصاه فيما بعد (بالمصاه) كفريق ثانى على أن يشتري الفريق الأول من الفريق الثاني كمية (٥٠٠٠٠) خمسون ألف طن شعير بنقصان ٥% حسب رغبة البائع من منشأ أمريكي أو منشأ استراليا / اوروبا / كندا / تركيا / دون الاتحاد السوفيتي السابق حسب رغبة البائع صالح للاستهلاك الحيواني وذلك حسب المواصفات والشروط الآتية :-

SPECIFICATIONS

US NO. 3 OR BETTER FEED BARLEY

أو ما يعادلها من منشأ أخرى

CROP : 1996/97

TEST WEIGHT : 43 POUNDS PER BUSHEL MIN

SOUND BARLEY : 90% MIN

DAMAGED KERNELS : 6% MAX

HEAT DAMAGED KERNELS : 0.5% MAX

FOREIGN MATERIAL : 3% MAX

BROKEN KERNELS : 12% MAX

THIN BARLEY : 25% MAX

BLACK BARLEY : 2% MAX

MOISTURE : 14% MAX

FREE FROM LIVE INSECTS AND WEEVIL INFESTED GRAINS AND

SMUTTY KERNELS

NATURAL COLOUR AND ODOR

DOCKAGE : 2.0% MAX. WILL BE DEDUCTED FROM SUPPLIERS INVOICE

PRORATA, ON C AND F FREE OUT AQABA PRICE

- أن يكون خالي من مركبات الأفلاتوكسين .

- أن تكون نسبة متبقيات المبيدات ضمن النسب المسموح بها دولياً .

- أن تكون نسبة الإشعاعات النووية ضمن الحدود المسموح بها دولياً .

Tel. 602121

Telex 21278 Minsup Jo-Amman - Jordan

Fax. 604691 - 684979

هاتف ٦٠٢١٢١

تلكس ٢١٢٧٨ - عمان - الأردن

فاكس ٦٨٤٩٧٩ - ٦٠٤٦٩١

ص.ب. ٨٣ - ١٢٦٠١٢

Pg: 2/18 30/01/98 15:17

CAROILL INTNL GENEVA

Fax émis par : 41 22 7032152

بسم الله الرحمن الرحيم

The Hashemite Kingdom
Of Jordan
Ministry of Supply

AMMAN



المملكة الأردنية الهاشمية

وزارة التموين

عمان

No.

Date

الرجم :

التاريخ :

الموافق :

-٢-

الشروط العامة :-

- ١- يكون سعر الطن المترى الواحد الصافي (١٠٠٠) كغم من الشعير (١٤٥ر٩٧) مانه وخمسة وأربعون دولارا أمريكيا ومبنيه وتسعون سنتا للطن الواحد سي اند اف فرى اوت العقبة .
- ٢- تقوم الوزارة بفتح الاعتماد / الاعتمادات اللازمة مستنديه معززه غير قابله للتخص وغير قابله للتحويل لدى البنك المركزي الاردني أو أحد البنوك المحليه أو المؤسسات الماليه المعتمده من قبل البنك المركزي الاردني بقيمة الكميه المحاله وذلك بعد دفع رسوم الطوابيع القانونيه المستحقه والرسوم الاضافيه للجامعات وأي رسوم اخرى وتقديم كفاله بنكيه لحسن التنفيذ غير مشروطه وتوقيع الاتفاقية وتقديم اسم المستفيد بكتاب رسمي بعد توقيع الاتفاقية ومقابل ذلك تلتزم الوزارة بتعزيز الاعتماد خلال عشرة أيام من تاريخ استكمال المتعهد لهذه الاجراءات وفي حالة تأخر الوزارة عن ذلك يجري تعديد فترة الشحن المقرره وعلى أساس يوم مقابل يوم دون ان يتحمل المتعهد غرامات التأخير أو أي مطالبات اخرى نتيجة ذلك كما وتحمل الوزارة نفقات الاعتماد في الداخل ونفقات التعزيز في الخارج وتدفع قيمته مقابل تقديم المستفيد المستندات التاليه :-

أ/ بوالص شحن نظيفه وخاليه من أية تحفظات ثلاث منها أصليه وصورتين لامر البنك فاتح الاعتماد مؤشرا عليها وزارة التموين موضحا فيها أن جهة الوصول هي ميناء العقبة والكميه بالطن المترى (١٠٠٠) كغم وتقبل بوالص (STALE) وبوالص (CHARTER PARTY) كما وتقبل بوالص الشحن الصادره من جيه غير المستفيد اذا كان منشأ البضاعه في بلد غير بلد المستفيد .

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ب/ فواتير تجاريه صادرة عن المستفيدين بالاسعار المتعاقد عليها بقيمة البضاعة على اساس الوزن الصافي بالطن المئري الواحد من خمس نسخ الاصلية منها مصدقة من الغرفة التجارية او الصناعية في بلد المستفيد ومن سفارة او قنصلية المملكة الاردنية الهاشمية او اية هيئة عربية ان لم تكن هناك سفارة او قنصلية اردنية.

ج/ شهادة وزن ونوعيه وتحليل وصلاحيه للاستهلاك الحيواني صادرة عن شركة المعايين (CONTROL UNION LONDON) ويتم الفحص على حساب المتعهد ويجب تقديم شهادة معاينه مستقلة لكل جزء من الحمولة على الباكزه اذا كانت الشحنة مورده من اكثر من مصدر ولايجوز احتساب معدل للمواصفات في حالة تقديم اكثر من شهادة معاينه للشحنة بل تحسب مطابقه الشحنة او عدمها للمواصفات على اساس شهادة المعاينه المستقلة للكمية.

د/ شهادة منشأ حسب الاصول من ثلاث نسخ الاصلية منها مصدقة من الغرفة التجارية او الصناعية ومن سفارة او قنصلية المملكة الاردنية الهاشمية في بلد المنشأ و/او بلد المستفيد او اية هيئة عربية ان لم تكن هناك سفارة او قنصلية اردنية.

هـ / شهادة صادرة عن شركة المعاينه تثبت ان نسبة الاشعاعات النوويه (ان وجدت) في البضاعة فهي ضمن النسب المسموح بها دوليا.

و/ شهادة صادرة عن نادى حمايه او وكيله او ممثله تفيد بان الباكزه عضو لديه وله وكيل او ممثله في الاردن.

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ز/ شهادة صادرة عن شركة المعايير المعينه لهذه الشحنة تتضمن صلاحية الباخرة
وملائمتها للبحار .

ح/ شهادة تفيد بأن الباخرة مصنفة 100A1 أو ما يعادلها وبدون أي تحفظات صادرة
عن إحدى هذه الشركات التالية أو وكلائها:-

- 1- AMERICAN BUREAU OF SHIPPING
- 2- BUREAU VIRITAS
- 3- CHINA CLASSIFICATION SOCIETY ...
- 4- GERMANISCHER LLOYD
- 5- LLOYD'S REGISTER OF SHIPPING
- 6- NIPPON KAIJI KYOKAI
- 7- NORSKE VERITAS . DET
- 8- REGISTRO ITALIANO NAVAL (RINA)
- 9- RUSSIAN REGISTER OF SHIPPING

ط/ شهادة صادرة عن شركة المعايير المعينه لهذه الشحنة تفيد بأن عناصر الباخرة قد
عُقدت قبل التحميل وتعتيم الحبوب قبل أو بعد التحميل وأنها خالية من الحشرات
الحية والحبوب المنخورة بفعل السوس .

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٣- ان وحدة الوزن التي يجب ان تظهر في وثائق الشحن والمستندات المطلوب تقديمها
على الاعتماد هي الطن العتري (١٠٠٠) كغم ولا تثقل اية وحدة وزن غيرها تذكر
في المستندات .

٤- يتم شحن كمية الشعير سائب (BULK) خلال شهر كانون أول/ ١٩٩٧ على دفعه أو عدة
دفعات حسب رغبة البائع .

٥- أ/ يجب ان تتم المعاينة في ميناء الشحن من قبل شركة المعاينة الدولية على حساب
المتعهد ويرفق تقريرها مع مستندات الشحن .

ب/ بحق لشركة المعاينة رفض استلام أية كمية مخالفة للمواصفات و/أو الشروط
المتعاقد عليها ولا يحق للمتعهد المطالبة بأي عطل أو ضرر أو تعويض باية طريقة
من الطرق وبأية وسيلة من الوسائل نتيجة لرفض شركة المعاينة استلام اية كمية
مخالفة للمواصفات أو لكونها غير صالحة للاستهلاك الحيواني .

ج/ يكون الوزن والنوعية والتطيل نهائي في ميناء الشحن وعند استلام البضاعة في
المقبة تقوم الوزارة بإجراء الفحوصات في مختبر محلي بالنسبة للصلاحيه للاستهلاك
الحيواني وتكون نتيجة الفحص ملزمة للطرفين وإذا كانت النتيجة غير صالحة
للاستهلاك الحيواني ترفض البضاعة ويتولى المتعهد مسؤولية رجوع الباطن
بحمولتها أو تنزيلها لالتلاف الحمله على حسابه ولا تكون الوزارة مسؤولة عن
النتائج المترتبة على رفضها للكمية غير الصالحة للاستهلاك الحيواني .

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٦- في حالة الشحن على بواخر (OVER AGE) تخضع غرامة عمر الباخرة من قيمة الفاتورة حسب جداول اللويذ + ١٠٪ ويتحمل المتعهد الضريبة الاضائية المستحقة الدفاع المدني بواقع ١٠٪ من هذا القسط.
- تدفع غرامات أعمار البواخر حسب الجدول العالمي رقم ٥ لسنة ١٩٩٢ وعلى أساس سعر (A) .

- ويحتسب السعر على أساس السعر (B) شريطة أن يحضر المتعهد شهادة من مكتب اللويذ أو من مكتب لتصنيف السفن تفيد بأن الباخرة ذات ادارة وخبره جيدة والخط الذي تسير عليه ذو ادارة جيدة وشريطة أن يتم تقديم هذه الشهادة ضمن مستندات صرف الاعتماد و/أو تسليمها للوزارة قبل وصول المستندات عن طريق البنك .

٧- يلتزم المتعهد بإبلاغ الوزارة خطيا باسم الباخرة حين البدء بالشحن وفي حالة تغيير اسمها في ميناء آخر فإن المتعهد ملزم بإبلاغ الوزارة بالتغيير الحاصل وذلك لغاية التأمين ويتحمل المتعهد كل ما يترتب على مخالفة ذلك .

٨- يكون المتعهد مسؤولا عن تعريض الباخرة التي تحمل التكمية ويلتزم المتعهد بإعلام الوزارة خطيا بموعد وصولها الى ميناء العبء قبل موعد وصولها بمدة كافية .

٩- يجب أن تكون الباخرة مستأجرة من جهة ذات سمعة تجارية جيدة وأن لا يكون شريك الباخرة أو مالكها أية حجوزات ويتحمل المتعهد كل ما ينتج عن عطل أو ضرر للوزارة نتيجة مخالفة هذا الشرط .

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١٠- يجب أن تكون الباخرة قادرة على الاصطفاف على رصيف الميناء حسب أنظمة وتعليمات مؤسسة الموانئ في العقبة ويتحمل المتعهد أية أضرار أو مضاعفات تنشأ عن مخالفة ذلك أما بخصوص طول الباخرة وطول غاطسها ومصاريف التخفيف تكون كما يلي :-

تلتزم الوزارة تجاه مؤسسة الموانئ بأن يكون طول الباخرة ٢٢٥م وطول غاطسها ١٠م وعلى التفصيل الآتي :-

أ/ يتحمل المتعهد تجاه مؤسسة الموانئ المسؤولية الكاملة عن الزيادة في طول الباخرة عن ٢٢٥م و/أو الزيادة في الغاطس عن ١٠م وفي هذه الحالة يلتزم المتعهد بدفع مصاريف التخفيف ونفقاته ورسومه ويحسب الوقت المستعمل في التخفيف عليه.

ب/ تتحمل الوزارة المسؤولية تجاه مؤسسة الموانئ في حالة شحن المتعهد للكمية على باخرة بطول ٢٢٥م و/أو بغاطس طوله ١٠م (أو أقل منهما) إذا رفضت مؤسسة الموانئ اصطفاقها على الرصيف رقم (١) وتتحمل الوزارة في هذه الحالة كافة رسوم ومصاريف ونفقات التخفيف، ويحسب الوقت المستعمل في التخفيف على الوزارة بهذا الصدد، كما لا يكون المتعهد في هذه الحالة مسؤولاً عن رفض اصطفاق الباخرة بسبب زيادة الإزاحة عما هو مطلوب من قبل مؤسسة الموانئ بل تكون الوزارة هي المسؤولة في هذه الحالة تجاه مؤسسة الموانئ.

١١- يلتزم المتعهد بإبلاغ الوزارة باسم وعنوان نادى الملاحة ووكيله في الأردن قبل وصول الباخرة الى ميناء العقبة بمدى كافيه .

١٢- يجب ان لاتحمل الباخرة اية ماله لاتخص وزارة التموين .

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١٣- يكون المتعهد مسؤولاً مسؤوليه مباشره عن وصول الباخره الى ميناء العقبة متى

ثبتت عدم وصولها بالقوة القاهرة.

١٤- يلتزم المتعهد بتزويد الوزارة بنسخه اصلية مصدقه او صوره مصدقه من الجيات

المختصه في بلد المنشأ و/او بلد المستفيد ومن سفارة المملكة الاردنيه الهاشميه عن

عند استتجار الباخره عند استتجارها وقبل وصول الباخره الى ميناء العقبة بمدة كافية

على ان تكون جميع صفحات العقد مصدقه.

ب/ يلتزم المتعهد بدفع المبالغ المترتبة عن سرعة التفريغ عن الوقت المحدد لتفريغ

الباخره (DESPATCH) الى الوزارة مباشره بعد احتساب هذا الوفرة على ان يتم الدفع

بالعملة الاجنبية المقترح بها الاعتماد.

١٥- يجب ان يتضمن عقد استتجار الباخره (CHARTER PARTY) ما يلي :-

أ/ يكون مالك الباخره و/او المتصرف بها و/او مستأجرها و/او قبطانها مسؤولاً عن

كميات الشحير المشحونه على الباخره حسب قيد المناقصه وبوليصة الشحن.

ب/ التتزيل في ميناء العقبة بمعدل (٣٠٠٠) ثلاثة الاف طن يومياً من ايام العمل ولا

تعتبر ايام العطل والاعياد الرسميه من ضمن ايام العمل حتى لو استعملت للعمل.

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ج/ الوقت من الساعة الثانيه عشره من ظهر يوم الخميس او ظهر اليوم الذي يسبق عطلة رسميه حتى الساعة الثامنه من صباح يوم السبت او اليوم الذي يلي العطلة لا يحتسب حتى لو استعمل بالعمل.

د/ حساب الوقت الموفر وغرامة التأخير تكون حسب عقد استئجار الباخره والوفر يكون نصف غرامة التأخير ولا يقل عن استئجار الباخره اذا تضمن عبء

• (NO DESPATCH)

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١٧- تعفى الوزارة من ضرورة ارسال اخطار عادى او عدلي او الرجوع الى المحاكم او التحكيم قبل ان تمارس حقوقها المنصوص عليها في هذه الاتفاقية .

١٨- مع مراعاة ما ورد في المادة السابقة فإنه اذا نشأ خلاف أو نزاع بشأن العطاء في هذه الاتفاقية فإنه يبت فيه عن طريق المحاكم الاردنية الا اذا رغبت وزارة التموين البت فيه عن طريق قانون التحكيم الاردني المعمول به وقت نشوء النزاع أو الخلاف .

١٩- يكون اثر القوة القاهرة حسب مبادئ القانون الاردني .

٢٠- اذا اخل المتعهد أو خالف أو قصر أو عجز عن تقديم الكميات المشتراة منه أو جزء منها بحق لوزارة التموين اتخاذ الاجراءات التالية مجتمعة أو منفردة بحقه :-

١/ فسخ اتفاقية الشراء و/أو مصادرة كفالة حسن التنفيذ كلها أو جزئيا .

٢/ فسخ الكميات كلها أو ما يتاخر عنها أو أية كمية مخالفة للمواصفات وذلك من الاسواق المحلية و/أو الاجنبية بالاسعار الراجحة وتضمينه فرق الاسعار .

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Ministry of Supply

AMMAN



المملكة الأردنية الهاشمية

وزارة التموين

عمان

No. _____
Date _____

الرقم : _____
التاريخ : _____
الموافق : _____

- ١١ -

ج/ تغريم المتعهد مبلغ (١٥٠٠) ألف وخمسمائة دينار عن كل يوم تأخير عن الموعد المحدد لشحن الشحنة (أو أي جزء منها) وذلك لاول خمسة أيام تأخير وتغريم المتعهد مبلغ (٢٥٠٠) ألفان وخمسمائة دينار عن كل يوم تأخير للفترة الواقعة ما بين الخامسة أيام الاولى ولغاية اليوم الخامس عشر من التأخير.

ج/ في حالة التأخير أكثر من خمسة عشر يوما لشحن الشحنة أو جزء منها عن الموعد المحدد لشحنها يفرض على المتعهد مبلغ (٣٠٠٠) ثلاثة آلاف دينار عن كل يوم تأخير بعد مدة الخامسة عشر يوما إذا كانت الباخرة تحت التحميل أما إذا لم تكن الباخرة تحت التحميل تصدر كفالة حسن التنفيذ ويتم الشراء على حساب المتعهد وتضمنه فرق الاسعار مع حق الوزارة بفرض غرامات التأخير على المتعهد ولغاية استلام الكميه المشتراه على حسابه.

د/ تستوفى الغرامات التي تتحقق على المتعهد و/أو أية مبالغ تستحق للوزارة بسبب عدم قيامه بأي التزامات وارده بهذه الاتفاقية من كفالات المتعهد لدى الوزارة أو أية استحقاقات للمتعهد لدى الحكومة و/أو وفقا لقانون تحصيل الاموال الاميرية.

Tel. 602121
Telex 21278 Minsup Jo-Amman - Jordan
Fax. 604691 - 684979

ماتف ٦٠٢١٢١
تللكس ٢١٢٧٨ - عمان - الأردن
٦٨٤٩٧٩ - ٦٠٤٦٩١
مرب ٨٣ - ١٢٠٦٢

FROM : MEATCO

PHONE NO. : 962 6 625701

Nov. 07 1997 12:16AM P13

بسم الله الرحمن الرحيم

The Hashemite Kingdom
Of Jordan
Ministry of Supply

AMMAN



المملكة الأردنية الهاشمية

وزارة التموين

عمان

No.

Date

الرقم:

التاريخ:

الموافق:

- ١٢ -

٢١- تعتبر دعوة العطاء رقم ٤٢/٩٧/٥٠ وقرار الاحاله جزء لا يتجزأ من هذه الاتفاقية فيما لا يتعارض مع نصوصها.

الفريق الاولي

وزير التموين

هاني الملقسي

الفريق الثاني

المتعهد

شركة الشرق الاوسط للزراعه والتجاره

المساهمة المحدوده بالنهيابه عن ١٢/١٧

CARGILL INTERNATIONAL S.A
GENEVA BRANCH

Tel. 602121

Telex 21278 Minsup Jo-Amman - Jordan

Fax. 604691 - 684979

P.O.Box 830 - 926062

هاتف ٦٠٢١٢١

تلكس ٢١٢٧٨ - عمان - الاردن

فاكس ٦٨٤٩٧٩ - ٦٠٤٦٩١

ص ب ٨٣٠ - ٩٢٦٠٦٢

RT/AT 197 11:17 AM/10/97

CARGILL INTNL GENEVA

Fax émis par : 41 22 7032152

D-97-19

Middle East Agricultural and Trading Co. Ltd.

P. O. Box : 470 - AMMAN 11118 JORDAN
 TELEPH. : 624290 - 627309 - 645418
 TELEX : 21288 PAROLE JO
 Fax No. : 962 - 6 - 625701

DATE : 16/11/97
 FAX REF : 250/97/MEA
 PAGES TO FOLLOW :

TO FAX No. : 0041 22 703 2713
 ATTENTION : Mr. MARC / MR. RALPH
 SUBJECT : M.O.S BARLEY TENDER/ URGENT

DEAR SIR,
 WE HEARD THAT M.O.S. HAS AN OFFER FOR A FLOATING VESSEL AND THAT IS WHY THEY MADE THIS TENDER.

BARLEY TENDER NO. 50/97/51**CLOSING DATE Tuesday 18/11/1997**

M.O.S. WISHES TO PURCHASE 100.000 MT OF BARLEY NET MINUS FIVE PCT IN BULK ACCORDING TO THE FOLLOWING:

SPECIFICATIONS:

US NO 3 OR BETTER FEED BARLEY OR EQUIVALENT IF FROM OTHER ORIGINS:-
 CROP 1996/97 AND/OR 1997/1998

TEST WEIGHT 43 POUNDS PER BUSHEL MIN

SOUND BARLEY 90 MIN

DAMAGED KERNELS 6% MAX.

HEAT DAMAGED KERNELS: 0.5% MAX

FOREIGN MATERIAL : 3% MAX

BROKEN KERNELS 12% MAX

THIN BARLEY 25% MAX

BLACK BARLEY 2% MAX

MOISTURE 14% MAX

FREE FROM LIVE INSECTS AND WEEVIL INFESTED GRAINS AND SMUTTY KERNELS.

NATURAL COLOUR AND ODOR

DOCKAGE 2.0% MAX. WILL BE DEDUCTED FROM SUPPLIERS INVOICE

PRORATA, ON C AND F FREE OUT AQABA PRICE

BARLEY TO BE FREE FROM AFLATOXINE COMPOUNDS.

PERCENTAGE OF CHEMICALS AND INSECTICIDES RESIDUE AS PER INTERNATIONAL STANDARDS ALLOWED.

PERCENTAGE OF NUCLEAR RADIATIONS AS PER INTERNATIONAL ALLOWED LIMITS.

**-- IF UPON THE ARRIVAL OF THE VESSEL THE GRAINS WERE INFESTED WITH INSECTS , THE GOODS WILL NOT BE DELIVERED UNLESS AFTER FUMIGATION ON SUPPLIERS ACOOUNT.

CLOSING DATE AT TWELVE O'CLOCK ON TUESDAY THE 18 TH OF NOVEMBER .

OFFERS TO BE VALID FOR AT LEAST FIVE HOURS.

BID BOND:-

350.000 JD TO BE SENT OT:

PHILADELPHIA INVESTMENT BANK

P.O.BOX 925993

JORDAN.

TELEX 22487PHIL BK JO

FAX 683247 TEL 663141

***. — SHOULD STATE ONE ORIGIN FOR THE GOODS, AND IN CASE THE SUPPLIER HAS DIFFERENT ORIGINS, THEN FOR EACH ORIGIN SHOULD SUBMIT DIFFERNT OFFERS FOR EACH ORIGIN WITH DIFFERENT PRICES.

SHIPMENT: IN TWO EQUAL LOTS AS FOLLOWS

- FIRST SHIPMENT ; 50.000 MT MINUS FIVE PCT TO BE RECEIVED IN AQABA IN ONE LOT DURING THE FIRST HALF OF DEC.1997
- SECOND SHIPMENT ; 50.000 MT MINUS FIVE PCT TO BE RECEIVED IN AQABA IN ONE LOT DURING THE SECOND HALF OF DEC.1997
- NOMINATED INSPECTION COMPANY WILL BE ACCORDING TO SUPPLIERS CHOICE AND SUPPLIERS EXPENSE OUT OF THE FOLLOWING;
- 1- SOCOTEC INTERNATIONALS INSPECTION
- 2- BALTIC CONTROL LTD
- 3- CONTROL UNION BREMEN

*****L/C WILL BE PAID UPON THE ARRIVAL OF THE VESSEL TO AQABA .

-SUPPLIER TO SUBMIT WITH THE L/C DOCS A CERTIFICATE STATING THAT THE VESSEL IS CLASSIFIED 100 A1 WITH NO RESERVATION ISSUED BY ONE OF THE FOLLOWING COMPANIES OR AGENTS:-

- 1- AMERICAN BUREAU OF SHIPPING
- 2- BUREAU VIRITAS
- 3- CHINA CLASSIFICATION SOCIETY
- 4- GERMANISCHER LLOYD
- 5- LLOYD'S REGISTER OF SHIPPING
- 6- NIPPON KAIJI KYOKAI
- 7- NORSKE VERITAS. DET
- 8- REGISTRO ITALANO NAVAL (RINA)
- 9- RUSSIAN REGISTER OF SHIPPING.

****— TO SUBMIT WITH THE L/C DOCS A NOTIFICATION FROM M.O.S. TO THE BENEFICIARY'S BANK STATING THAT THE GOODS HAS ARRIVED TO AQABA AND THAT THE GOODS HAVE BEEN RECEIVED BY M.O.S.

**** IN CASE THE SUPPLIER WAS LATE IN DELIVERY OF THE GOODS MORE THAN THE 15 DAYS, THEN THE PERFORMANCE BOND WILL BE CONFISCATED AND M.O.S. WILL PURCHASE FROM ALTERNATE SOURCES AT SUPPLIERS EXPENSE AND DELAY PENALTY WILL BE PAID UNTILL THE GOODS ARE RECEIVED.

ALL OTHER TERMS LIKE OVERAGE VESSEL, DELAY PENALTIES, DRAFT 10.8 METERS MAX AND LOA 225 METERS MAX. AND OTHER CONDITIONS ARE LIKE PREVIOUS TENDERS.

BEST REGARDS...

MUNA KHAYYAT

NOTE; THE ** MEANS A NEW CLAUSE.

Jordan Tenders

4th Quarter 97

Marc Desrues

Author: Marc Desrues at gnva
Date: 11/17/97 5:59 PM
Priority: Normal
TO: marc desrues at gnva
Subject: DELIVERY NOTICE - Mon Nov 17 17:59:07 1997 OMM33834
----- Message Contents -----
SUBJ: DELIVERY NOTICE -- REF: OMM33834 Mon Nov 17 17:59:07 1997

FAX 0009626625701 DELIVERED A/B RCVD: G3
Copy of original message --
From: Marc Desrues at gnva
To: KHAYYAT AMMAN FAX
Subject: BARLEY TENDER
Date: Mon Nov 17 17:56:00 1997

DEAR GEORGE AND MUNA

PLEASE FIND HEREUNDER THE PRO FORMA

THIS OFFER IS VALID TODAY NOVEMBER 18TH 1997 UNTILL 17H00 JORDAN TIME.

FOLLOWING OFFER IS SUBJECT TO :

(1)MINSUP'S TENDER INVITE NO. 60/97/54
(2)AWARD AND CONTRACT SIGNED BY MINSUP AND MR JACK KHAYYAT OR MR
GEORGE KHAYYAT BE ACCORDING TO THIS OFFER, WITHOUT ANY
ALTERATIONS/CHANGES/OBLITERATIONS OR ADDITION.

* CARGILL CANNOT COOPERATE WITH, AGREE TO OR COMPLY WITH ANY TERMS
OR REQUEST, INCLUDING DOCUMENTARY REQUEST, WHICH CONTRAVENE US
LAWS AND ANTI BOYCOTT LEGISLATION.

QUANTITY:

100'000 MT, 5 PCT MINUS AT SELLER'S OPTION AND AT
CONTRACT PRICE.

COMMODITY:

US NBER 3 OR BETTER FEED BARLEY IF SHIPMENT EX US AND/OR
EQUIVALENT TO US NO 3 OR BETTER, IF SHIPMENT EX
AUSTRALIA/EUROPE/CANADA/TURKEY/FORMER SOVIET UNION
CHOICE OF ORIGIN AT SELLER'S OPTION

SPECIFICATION (QUALITY):

| | |
|----------------------|-----------------------|
| CROP YEAR | 96/97 AND /OR 97/98 |
| TEST WEIGHT | 43 POUNDS/BUSHEL MIN. |
| SOUND BARLEY | 90.0 PCT MIN |
| DAMAGED KERNELS | 6.0 PCT MAX |
| HEAT DAMAGED KERNELS | 0.5 PCT MAX |
| FOREIGN MATERIAL | 3.0 PCT MAX |
| BROKEN KERNELS | 12.0 PCT MAX |
| THIN BARLEY | 25.0 PCT MAX |
| BLACK BARLEY | 2.0 PCT MAX |
| MOISTURE | 14.0 PCT MAX |

FREE FROM LIVE INSECTS AND WEEVIL INFESTED GRAINS AND SMUTTY KERNELS.
NATURAL COLOUR AND ODOUR
PERCENTAGE OF CHEMICALS AND INSECTICIDES RESIDUE AS PER INTERNATIONAL
STANDARDS.
PERCENTAGE OF NUCLEAR RADIATIONS AS PER INTERNATIONAL ALLOWED LIMITS.
FREE FROM AFLATOXINE COMPOUNDS.

WEIGHT/QUALITY/CONDITION:

WEIGHT AND QUALITY FINAL AT TIME AND PLACE OF LOADING, AS PER

1 9 6 1 00 ST 00/00/00

CARGILL INITIALS

Fax enis par : 41 22 7832152

CONTROL UNION BREMEN/CONTROL UNION LONDON/INSPECTORATE AT BUYER'S
OPTION.

DELIVERY:

50.000 MT MAXIMUM: ARRIVAL DURING 1-15 DECEMBER, 1997 IN ONE LOT OR
SEVERAL LOTS

50.000 MT MAXIMUM: ARRIVAL DURING 16-31 DECEMBER, 1997 IN ONE LOT OR
SEVERAL LOTS

PRICE:

DECEMBER 1-15 ARRIVAL
ORIGIN : FORMER SOVIET UNION
USD P/MT COST AND FREIGHT FREE OUT AQABA PORT (JORDAN)

DECEMBER 16-31
ORIGIN : FORMER SOVIET UNION
USD P/MT COST AND FREIGHT FREE OUT AQABA PORT (JORDAN)

PAYMENT:

BY IRREVOCABLE LETTER OF CREDIT TO BE OPENED AND RECEIVED IN
ORDER AND ACCORDING TO THIS OFFER LATEST 10 DAYS AFTER THE
OPENING OF THE PERFORMANCE BOND IN FAVOR OF CARGILL INC. MINNEAPOLIS
IN CASE OF US ORIGIN AND IN FAVOUR OF CARGILL INTERNATIONAL S.A. IN
CASE OF OTHER ORIGIN, AND CONFIRMED BY A PRIME US OR EUROPEAN BANK, AT
BUYER'S EXPENSE FOR 100 PCT OF CONTRACT VALUE PLUS TOLERANCE.

L/C TO ALLOW FOR NEGOCIATION OF:

- THIRD PARTY DOCUMENTS
- CHARTER PARTY BILLS OF LADING ACCEPTABLE
- DOCUMENTS PRESENTED AFTER 21 DAYS FROM BILL OF LADING DATE
ACCEPTABLE
- OBVIOUS SPELLING MISTAKES AND TYPO-ERRORS ACCEPTABLE
- WHERE COPIES REQUIRED, PHOTOCOPIES ACCEPTABLE

- if it is found at discharge that the wheat is unfit for animal
consumption, a representative sample to be taken jointly by
buyers and seller's representatives to be analysed by a first
class independant lab in mutual agreement, which analysis to be
final and binding.

- VESSEL TO BE 100-A1 CLASSIFIED BY LLOYD'S AGENCY, OR
EQUIVALENT.

OTHERWISE TERMS AND CONDITIONS AS PER APPLICABLE GAFTA CONTRACT, VALID
AT TIME AND PLACE OF LOADING, INCLUDING FORCE MAJEURE AND
ARBITRATION RULES.

OTHER CONDITIONS:

IMPORT DUTIES, DUES, TAXES, FEES, STAMPS, CHARGES ON MERCHANDISE,
VESSEL, FREIGHT, DOCUMENTS ARE FOR BUYERS ACCOUNT WITH EXCEPTION OF
STAMP AND ADDITIONAL UNIVERSITY FEES TOTALLING MAX 0.7 PCT WHICH ARE
FOR SELLERS ACCOUNT, AND NORMAL AQABA PORT CHARGES ON VESSEL WHICH
ARE FOR OWNER/VESSEL ACCOUNT.

GOODS INSURED BY BUYERS AT THEIR COST AND RISK.
IMPORT LICENCE, IF REQUIRED, GUARANTEED BY BUYERS.
CLAUSE 2/ UNDER ART.11-A) AND CLAUSE B) UNDER ART.11 IN MINSUP'S
TENDER DOCUMENT ARE APPLICABLE ONLY ON CONDITION THAT THE OFFICIAL
AWARD, RESPECTIVELY THE PURCHASE AGREEMENT ARE BOTH STRICTLY IN
ACCORDANCE WITH THIS OFFER, FAILING WHICH : SUCH REFERRED CLAUSE
BECOME NULL AND VOID.
MINSUP UNDERTAKE TO PAY DIRECTLY CARGILL DEMURRAGE AMOUNT CALCULATED
AT DISCHARGE, IN US DOLLARS, WITHOUT ANY DEDUCTION/DELAY. OTHERWISE
TERMS AND CONDITIONS PER THE RELEVANT GAFTA CONTRACT.

BEST REGARDS

27/11/98 15:08 Pg 2/2

CARGILL INTL GENEVA

Fax enis par : 41 22 7032152